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COUNSEL

*ALSO ADMITTED IN KENTUCKY

August 4, 1993

Direct Dial: (513) 579-6493



Ms. Catherine J. Garypie
Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA
77 West Jackson CM-3T
Chicago, Illinois 60604

RE: Miami County - Powell Road Landfill,
Huber Heights, Ohio

Dear Ms. Garypie:

Enclosed are the Responses of Miami County, Ohio to the Information Requests served on it in the above matter.

At this time, I request all documentary evidence you have connecting Miami County with the Site. If a formal FOIA request is necessary, please let me know. In addition, I would request any and all EPA Fact Sheets published about the Site.

Thank you for your cooperation.

Very truly yours,

KEATING, MUETHING & KLEKAMP

BY: 

Donald A. Lane

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Enclosures

102015.1

REQUESTS AND RESPONSES THERETO

Respondent, Miami County, Ohio, provides the following Responses to the Information Requests propounded by the United States on June 3, 1993, in the matter of the Powell Road Landfill, Huber Heights, Ohio (the "Site").

The information provided herein is given without waiving Miami County's right to object to any of the information requested on any grounds, including, but not limited to, its relevancy or the overbroad nature of the Requests.

REQUEST NO. 1. Identify all persons consulted in the preparation of the answers to these Information Requests.

RESPONSE:

James McGarry, P.E.
Sanitary Engineer, Miami County, Ohio
Miami County Safety Building
201 West Main Street
Troy, Ohio 45373-3263

Judy Foreman
Finance and Personnel Administrator
Miami County Commissioner's Office
201 West Main Street
Troy, Ohio 45373-3263

Chris Peeples
Auditor, Miami County, Ohio
Miami County Safety Building
201 West Main Street
Troy, Ohio 45373-3263

Nick Brookhart
Miami County Sanitary Engineer, 1970-1979
c/o Miami Conservancy District
38 East Monument Avenue
Dayton, Ohio 45402-1201

Stan Trissell
Miami County Sanitary Engineer, 1979-1983
c/o Huffman, Landis, Weaks and Lopez Co. LPA
80 South Plum Street
Troy, Ohio 45373

Mike Cozatt
Miami County Sanitary Engineer, 1984-1985
c/o Cozatt Engineering Co.
1008 Grant Street
Troy, Ohio 45373

Randy Fries
Miami County Sanitary Engineer, 1985-1986
c/o South Incinerator
Montgomery County Solid Waste Department
2250 Springboro Road
Dayton, Ohio 45439-2799

Earl Cruea
c/o Miami County Sanitary Engineering Department
Miami County Safety Building
201 West Main Street
Troy, Ohio 45373-3263

John Knoop
Miami County Commissioner, 1969-1980
#5 Troy Pike
Troy, Ohio 45373

Robert Clawson
Miami County Commissioner, 1965-1969, 1971-1990
1040 West Peterson Road
Troy, Ohio 45373

REQUEST NO. 2. Identify the source(s) of all documents consulted, examined, or referred to in the preparation of the answers to these Requests (e.g., particular persons, plants, divisions or departments).

RESPONSE: Documents consulted are contained in the Miami County Sanitary Engineering Department files for 1968-1988, kept in the Miami County Commissioners Office, 201 West Main Street, Troy, Ohio 45373-3263.

REQUEST NO. 3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons, and each request for which the person is identified.

RESPONSE: Other than the persons identified in response to Request 1, the only other person who may have relevant information is:

Dan Adrian, President
A.W.T. Transfer Services, Inc.
346 S.R. 235
P.O. Box 617
St. Paris, Ohio 43072

REQUEST NO. 4. List the EPA Identification Numbers of the Respondent.

RESPONSE: Miami County has no EPA Identification Number.

REQUEST NO. 5. Identify any persons, other than your employees, contractors, or agents, that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants at the Site. Describe the acts or omissions which may have caused the release or threat of release of hazardous substances, pollutants, or contaminants at the Site and damages resulting therefrom.

RESPONSE: Miami County has no specific information relating to releases at the Site. The documents it has located and the witnesses it has interviewed do not demonstrate any connection between Miami County and the Site.

REQUEST NO. 6. Identify each facility that Respondent owned or operated in Clark County, Ohio, Green County, Ohio, Miami County, Ohio, or Montgomery County, Ohio, from January 1, 1959, to December 31, 1985. List the name and address of each facility and the operating status of each facility (currently operating, closed, etc.) and identify the current owner or operator, if not the Respondent.

RESPONSE: From 1968-1978, Miami County operated the Miami County Incinerator and Landfill located on County Road 25-A in Troy, Ohio. During this time period, all solid waste generated within Miami county was either incinerated or landfilled at this location because of the existence of flow control laws within the County.

In 1978, the County closed the Incinerator/Landfill and contracted with SCA of Ohio a/k/a Container Services, Inc. ("SCA") to convert the Incinerator/Landfill to a solid waste transfer

station and to operate it as such. Pursuant to the Contract between SCA and Miami County, SCA was not required to send waste generated in Miami County to any particular disposal facility. A copy of the Contract documents is attached hereto as Exhibit A. However, documentary evidence indicates that the St. Paris Landfill in Champaign County, Ohio was to be the prime disposal point for Miami County waste. See Letter attached hereto as Exhibit B.

In approximately 1983, SCA was purchased by the I.W.D. Division of Waste Management, Inc., who assumed the Miami County Contract.

As the documents contained in Exhibit A demonstrate, Miami County terminated the SCA Contract in April of 1985. In July, 1985, it entered into contracts with Logan Waste Control, Inc. for disposal capacity at its Logan County, Ohio Landfill and with A.W.T. Transfer, Inc. for hauling services. Miami County has no information regarding what landfills were used between April and July of 1985.

REQUEST NO. 7. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances by you, your contractors, or by prior owners and or operators at any of the facilities identified in response to 6., above.

RESPONSE: See Response to Request No. 1.

REQUEST NO. 8. Did you ever use, purchase, store, dispose, transport or otherwise handle any hazardous substances or materials from January 1, 1959 to December 31, 1985? If the answer to the preceding question is anything but an unqualified "no", identify:

(a) The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;

(b) Who supplied you with such hazardous substances;

(c) How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

(d) When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

(e) Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and

(f) The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

RESPONSE: See Response to Request No. 6. Miami County has no means by which to determine whether and in what amounts "hazardous substances or materials" were stored, treated, disposed, transported or were otherwise handled while the Incinerator/Landfill or Transfer Station were in operation during the relevant time period.

REQUEST NO. 9. Did you or any other person working with you or on your behalf ever accept waste materials for transportation to the Site from any person between January 1, 1959 and December 31, 1985? If the answer to this question is anything but an unequivocal no, identify:

(a) The persons from whom you or such other persons accepted waste materials for transport to the Site;

(b) Every date on which waste materials were so accepted or transported;

(c) For each transaction, the nature of the waste materials accepted or transported, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the material was used or the process which generated the material;

(d) For each material, describe any warnings given to you with respect to its handling;

(e) The owner of the materials so accepted or transported;

(f) The quantity of the material involved (weight or volume) in each transaction and the total quantity for all transactions;

(g) All tests or analyses and analytical results concerning each material;

(h) The price charged for transport and/or disposal per drum, barrel, container, load (or whatever unit used) of waste materials brought to the Site.

RESPONSE: See Response to Request No. 6. The documents attached hereto as Exhibit C are the only documents Miami County has located which make reference the Site. The documents relate to studies performed by the State of Ohio and by a private contractor retained by Miami County, respectively, regarding waste disposal alternatives for Miami County after the Landfill/Incinerator ceased operation. The documents do not state that Miami County waste was ever actually sent to the Site. Furthermore, no witnesses interviewed in the preparation of these Responses has stated that Miami County waste was sent to the Site.

Even were wastes generated within Miami County sent to the Site, which fact Miami County does not admit, Miami County would have no means by which to determine the generator of such wastes, the quantity of waste involved, the date of shipment to the Site and the other matters addressed in this Request since the "weight tickets" produced at the Transfer Station for each customer using it do not evidence where wastes collected at the Transfer Station were ultimately disposed.

REQUEST NO. 10. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site between January 1, 1959 and December 31, 1985. In addition, identify the following:

(a) The persons with whom you or such other persons made such arrangements, including, but not limited to, SCA, SCA of Ohio, SCA of Dayton, SCA-Miami County, Container Services, IWD, Koogler-Suburban, Blaylock Trucking, Dempsey Trucking, LTT Hauling, Elwood D. Vince, General Refuse, Delaney & Simpson, N & N Commercial Waste, Montgomery County, and Miami County;

(b) Every date on which such arrangements took place;

(c) For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid) and the process for which the substance was used or the process which generated the substance;

(d) The owner of the waste materials or hazardous substances so accepted or transported;

(e) The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;

(f) All tests, analyses, and analytical results concerning the waste materials;

(g) the person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported;

(h) The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;

(i) Where the person identified in (g), above, intended to have such hazardous substances or waste materials transported and all evidence of this intent;

(j) Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;

(k) What was actually done to the waste materials or hazardous substances once they were brought to the Site;

(l) The final disposition of each of the waste materials or hazardous substances involved in such transaction;

(m) The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transactions;

(n) The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;

(o) The price paid for (i) transport, or (ii) disposal or (iii) both, of each waste material and hazardous substance;

(p) All documents containing information responsive to (a) through (o) above, or in lieu of identification of all relevant documents, provide copies of all such documents;

(q) All persons with knowledge, information, or documents responsive to (a) through (o) above.

RESPONSE: See Response to Request Nos. 6 and 9.

REQUEST NO. 11. Identify all liability insurance policies held by Respondent from 1959 to the present. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration dates for each policy, the commencement and expiration dates for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, nonsudden or both types of accidents. In lieu of providing this information, you may submit complete copies of all relevant insurance policies.

RESPONSE: Miami County is in the process of gathering these documents and will forward them under separate cover.

REQUEST NO. 12. Provide copies of all income tax returns sent to the Federal Internal Revenue Service by Respondent in the last three years. If filed separately, provide copies of all income tax returns sent to the Federal Internal Revenue Service by facilities identified in response to 6., above, in the last three years.

RESPONSE: N/A.

REQUEST NO. 13. If Respondent is a Corporation, respond to the following requests:

(a) Provide a copy of the Articles of Incorporation and By-Laws of the Respondent.

(b) Provide Respondent's audited financial statements for the past five fiscal years, including, but not limited to, those filed with the Internal Revenue Service. If audited financial statements are not in existence, provide unaudited financial statements.

(c) Identify all of Respondent's current assets and liabilities and the persons who currently own or are responsible for such assets and liabilities.

(d) Identify the parent corporation and all subsidiaries.

RESPONSE: N/A

REQUEST NO. 14. If Respondent is a Partnership, provide copies of the Partnership Agreement.

RESPONSE: N/A

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REQUEST NO. 15. If Respondent is a Trust, provide all relevant agreements and documents related to support this claim.

RESPONSE: N/A

REQUEST NO. 16. If Respondent is a business association or joint venture or other similar business organization, provide all relevant agreements and documents to support this claim

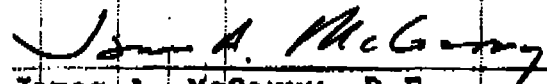
RESPONSE: N/A

REQUEST NO. 17. Identify, including telephone number, any person designated to receive all future correspondence from U.S. EPA regarding the site.

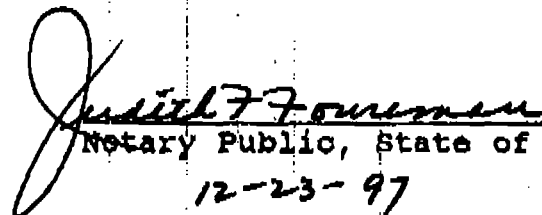
RESPONSE:

Donald A. Lane
Keating, Muething & Klekamp
1800 Provident Tower
Cincinnati, Ohio 45202
(513) 579-6493

I hereby certify that I have reviewed the foregoing Responses, and the information contained therein is true to the best of my knowledge. I also certify that I have caused a complete investigation for the requested information to be performed and that the results of this investigation have been provided.


James A. McGarry, P.E.

Subscribed to and sworn before me on this 4 day of Aug., 1993.


Notary Public, State of Ohio
12-23-97

MIAMI COUNTY, OHIO

SCA

SOLID WASTE DISPOSAL

EXHIBIT A

CONTRACT

BID SPECIFICATIONS

APRIL, 1978

BOARD OF COUNTY COMMISSIONERS

ROBERT E. CLAWSON

JOHN J. KNOOP

ROGER MASSIE

COUNTY SANITARY ENGINEER

NICK BROOKHART

NOTICE TO BIDDERS
GARBAGE AND REFUSE DISPOSAL DISTRICT NO.1 MIAMI COUNTY
BID FOR SOLID WASTE DISPOSAL SERVICE

The Board of County Commissioners of Miami County, Ohio, or the clerk of said Board, will receive sealed bids at the office of said Board located in the Miami County Safety Building until

10:00 AM Eastern Daylight Savings Time

On Wednesday May 17, 1978

at which time and place said bids will be publically opened and read.

The bids shall be for a contract with the County and provide for the ultimate disposal of the solid waste generated in the Miami County Garbage and Refuse Disposal District No.1, through the use of any environmentally acceptable technology at the disposal facility designated in the specifications here and after referred to, to furnish all labor, materials and equipment required for the performance of such services(except for the use of the County Facility and equipment in accordance with the here and after referred to specifications and the bid), and to operate said Disposal Facility, Such bids shall be in accordance with and pursuant to the specifications and drawings now on file and available for examination at the office of or from the Miami County Sanitary Engineer,

Each bid shall specify the dollar price per ton to be payed by the County for the aforesaid services to be provided under the contract to be entered into pursuant to the specifications and drawings and shall be accompanied by certain conceptual disposal system designs, building alternations proposal, and a landfill certification.

Each bid shall be accompanied by a bid bond or certified check payable to Miami County in the amount of \$1,000.00 as a guarantee that the successful bidder will enter into a contract with the County and provide the performance bond required by the aforesaid specifications.

The Board of County Commissioners reserve the right to accept or reject any or all bids, to waive any irregularities in the bidding, and to award a contract to the bidder who in their consideration offers the lowest and best bid.

BOARD OF COUNTY COMMISSIONERS
MIAMI COUNTY, OHIO

By *John J. Knoop*
For John J. Knoop, President

PLEASE PRINT: MONDAY APRIL 24, 1978

MONDAY MAY 1, 1978

*Entered into
Commissioners Finance 48 - page 109
dated April 3, 1978*

Miami County, Ohio

Solid Waste Disposal Contract

ADDENDUM # 1

Notice is hereby transmitted to all prospective bidders, that Section 6.1.8 of the Bid Specifications shall be modified to read as follows:

6.1.8 The roads used by the general public and private contract haulers to dispose of refuse at the facility shall be maintained to allow the required traffic easy access to the facility. Snow removal, dust control, and road bed maintenance shall be the responsibility of the County. Such maintenance of any roads used exclusively by the Contractor shall be the responsibility of the Contractor.

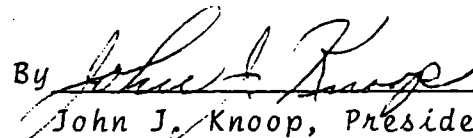
A signed copy of this Addendum shall be included and attached to the bidders bid document as acknowledgement of receipt.

Firm _____

By _____

Title _____

Date _____

By 
John J. Knoop, President
Board of Miami County
Commissioners

MIAMI COUNTY, OHIO
GARBAGE AND REFUSE DISPOSAL DISTRICT NO. 1
CONVERSION OF INCINERATOR DISPOSAL FACILITY

1978

Board of Miami County Commissioners
Miami County Safety Building
Troy, Ohio 45373

Gentlemen:

The undersigned agrees to provide in accordance with the provisions of the specifications and drawings attached hereto and made a part of this proposal for the ultimate disposal of the solid waste generated in the Miami County Garbage and Refuse Disposal District No. 1 through use of _____ technology at the disposal site designated in the bid specifications, to furnish all labor, materials, and any equipment required for the performance of such services (except for the use of the County facility and equipment in accordance with the attached specifications and drawings), and to operate said disposal facility. The foregoing services will be provided at the following stated price per ton of solid waste disposed of:

1. Price Per Ton Bid \$ _____
2. Conceptual disposal system design with required building
alterating shown are on page _____
3. Landfill certification is found on page _____

Attest _____ Company _____

Attest _____ Address _____

Signed _____

Title _____

Proposal accepted this _____ day of _____
1978, by the Board of County Commissioners, Miami County, Ohio.

Approved as to form:

Miami County Prosecuting Attorney

Attest _____

Attest _____

Board of Miami County Commissioners

The Commissioners of Miami County wish to change the existing method of solid waste disposal. The present method is incineration.

This document is an invitation to bidders to submit a bid to provide contract services to the County to consist of provisions for the ultimate disposal of solid waste generated in the Miami County Garbage and Refuse Disposal District No. 1 through the use of technology to be specified in the bid at the Disposal Facility designated in these specifications, to furnish all labor, materials and equipment required for the performance of such services (except for the use of County facilities and equipment in accordance with these specifications and the bid), and to operate said disposal facility; and in connection therewith to provide for evaluation by the county. The bidders shall provide detailed technical and cost proposals for the design, construction, and operation of the environmentally acceptable Solid Waste Disposal facility to be utilized in carrying out such service. The contractor may use resource recovery technology, an incinerator-boiler combination, a solid waste transfer station to an approved landfill, or any other technology which will be in the Counties best interest. It is anticipated that the establishment of a solid waste transfer station with ultimate disposal in an Ohio Environmental Protection Agency approved landfill will be the most cost effective. However, proposals based on the aforementioned technologies are welcome.

The present incinerator currently receives an average of 148 tons per day of refuse with a historical maximum of 250 tons per day received in the summer. The refuse received is typical mixed municipal solid waste including oversized bulky items. The refuse will not include;

- a) large items such as motor vehicle shells,
- b) high density inert materials such as construction/demolition wastes, or
- c) materials not approved by Ohio Environmental Protection Agency or the Miami County Health Department for burial in a sanitary landfill.

Daily weigh records for 1976 and early 1977 are included in the appendix.

3.0 EXISTING FACILITY DESCRIPTION

3.1 Location

The existing Miami County incineration facility is located at 2200 N. County Road 25A, Troy, Ohio 45373.

3.2 Facility Description

The existing incineration facility disposes of all the refuse, as described in Section 2.0, generated within the District. Refuse is delivered to the facility by a combination of packer trucks and private vehicles. The incoming trucks are weighed on the Toledo Print Weight "400" model truck scale of 44500 pound capacity. The trucks then progress to one of three ten foot wide by ten foot high truck doorways in the incinerator building. Here the refuse is unloaded into a 1356 cubic yard dump pit. Refuse is transferred from the pit to the incinerator loading hopper using a Harnischfeger three and a half ton capacity overhead crane equipped with grapple which opens to eight foot wide.

Figure 1 shows the relative positions of each of these activities in the incinerator. Notice that the crane travels beyond the limits of the pit and could be used for loading transfer vehicles.

4.0

DISPOSAL FACILITY REQUIREMENTS

- 4.0.1 The facility shall be capable of processing 55,000 tons per year of solid waste. It shall be capable of handling all solid waste delivered from the District as described in Section 2.0. It shall receive solid waste from 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 3:30 p.m. on Saturday.
- 4.0.2 The site of the receiving function of the disposal facility shall be located at the existing incinerator complex. This area is shown in Figure 2.
- 4.0.3 The facility shall contain a minimum of three active dumping bays.
- 4.0.4 Should a transfer station be employed, there shall be an adequate number of transfer vehicles available to maintain uninterrupted operation of the transfer station except during periods required for vehicle change. Their number, capacity, and condition shall be identified by the bidder in their proposal.
- 4.0.5 There shall be adequate solid waste storage capability in the dump area and transfer vehicles for two days accumulation. This capacity will only be used during equipment failure or repair. There shall be no storage of excess solid waste on the facility grounds.

4.0.6 The facility shall have sufficient redundancy and reliability to ensure regular operation consistent with the contractor's responsibility.

4.0.7 The bidders shall include a contingency plan in their proposals. This plan shall identify the technique for the timely disposal of the solid waste should their primary disposal system experience a critical component failure.

All equipment and materials to be supplied and installed by the Contractor under the terms of this contract that ensure the proper disposal of the solid waste shall be in place and fully operational within a period of 150 calendar days following County approval of installation drawings.

6.1 Contractor Responsibility

- 6.1.1 The Contractor shall guarantee to accept a maximum of 55,000 tons of solid waste per year. Should the operator for any reason fail to accept delivered amounts of solid waste up to 55,000 tons per year, then the operator shall reimburse the County for liquidated damages equal to the County's cost of disposing of these wastes by other means.
- 6.1.2 The Contractor shall be responsible for the entire operation of the disposal facility including all transportation activities and final disposal of the solid waste or residual in an Ohio Environmental Protection Agency approved facility.
- 6.1.3 The Contractor shall furnish all labor, materials, and equipment to install the disposal equipment in the space provided on the site per Section 6.2.4.
- 6.1.4 The Contractor may modify the existing building structure, the grounds about the incinerator complex, or the utility supply to the extent necessary to accommodate the Contractors disposal equipment. The County Sanitary Engineer will approve all changes to insure conformance to County codes and sound engineering

practices, which shall be binding upon the Contractor. All drawings pertaining to the installation of equipment in the Facility shall be approved by the Sanitary Engineer before commencing work.

6.1.5 If the Contractor chooses to use equipment in the existing incinerator facility the contractor shall provide the necessary operator(s) for the existing equipment. The Contractor shall maintain the County equipment the contractor uses in good working condition at all times.

6.1.6 The contractor shall be responsible for meeting all applicable codes and standards in force during the term of the contract including environmental air and water quality standards.

6.1.7 Contractor shall maintain all equipment and facilities under its control at the Facility in a clean, neat and orderly condition. The Contractor shall maintain the area outside the building near the tipping area in a clean, neat and orderly condition free from blowing debris and accumulated material subject at all times to the satisfaction of the Miami County Sanitary Engineer.

6.1.8 The roads used by the Contractor shall be maintained to allow the required traffic easy access to the disposal facility. Snow removal, dust control, and road bed, shall be the responsibility of the Contractor.

6.1.9 The Contractor shall be responsible for all process related utilities, where applicable, including electricity, telephone, water, sewer, and sewer surcharge. All sewer discharges must be in compliance with the Sanitary District regulations.

6.2 County Responsibility

6.2.1 The County will deliver to the facility a minimum of 43,100 tons of solid waste per year. Should the County fail to supply the minimum solid waste in a calendar year, the Contractor will be paid the fixed price per ton for the deficiency.

6.2.2 The County will continue to operate the District and enforce the rules and regulations governing said District. The county will also maintain the local billing procedures.

6.2.3 The County will continue to operate and monitor the truck scale located at the facility. All incoming and outgoing solid waste will be weighed for billing

purposes. The Contractor shall have access to the scale and may witness all calibration and maintenance activities. Should the Contractor require more than normal operating hours to process and out-weigh the refuse during peak loads, the County will ensure the presence of a scale operator. However, overtime pay, at normal County pay premium, shall be the responsibility of the Contractor.

- 6.2.4 The County will supply portions of the incinerator complex for use by the Contractor. If the Contractor chooses to use available portions of the complex the Contractor shall; 1) not interfere with operation of the incinerator until the disposal facilities is in full operation, and 2) shall restore the affected area to its original condition when the contract is terminated.

The areas of the incinerator complex available includes; the process area of the incinerator building, the grounds about the building, the access roads, dump pit, overhead crane, lunch room, locker room, and some office space. These areas are available only for use relating to the requirements of this contract.

The County will have the overhead crane system serviced so it is in "good and fair" operating condition when it is turned over to the Contractor.

6.2.5 The County will provide a separate electric meter to measure electrical energy usage by all Contractor operations. The County will read the meter and determine the charge for electricity used by the Contractor for the Contractor on a monthly basis using the published local rate structure prevailing at the time. Exclusive of telephone and process related utilities, the County will provide all other required utilities, at the level that is currently being maintained, for personnel comfort and hygiene and housekeeping uses.

- 7.0.1 All bids shall be accompanied by a bid bond or certified check in the amount of \$1,000.00 as a guarantee that the successful bidder will enter into a contract with the County and post the performance bond. The bid bonds of the successful and unsuccessful bidders will be returned after the receipt of the performance bond from the winning Contractor.
- 7.0.2 A delay penalty in the amount of \$200.00 per day shall be charged to the Contractor for the number of days over and above the 150 calendar day period used by the Contractor to bring the disposal operation into full operational status. Allowances shall be made by the County for delays which are not directly attributable to actions of the Contractor (labor strikes, shipping delays, and acts of nature).
- 7.0.3 The successful bidder shall secure and present to the County a performance bond, either in cash or through a Surety agency licensed to do business in the State of Ohio and acceptable to the County, in the amount of \$100,000.00. The bond shall be posted within ten (10) days after the award of the contract as a guarantee to the County that the Contractor shall

faithfully and diligently perform the work in accordance with these specifications for the term of the contract.

7.0.4 If at any time the County is of the opinion that the work being done under this contract is being improperly performed, and if the Contractor, upon 10 days written notice, does not take proper measures to remedy same, the County may proceed to supply the required tools, labor, equipment and materials to perform the work in accordance with these specifications. All associated costs of this effort will be charged to the Contractor or its Surety.

7.0.5 The Contractor shall be deemed to be in default if it fails to carry out the provisions of this contract or the default provisions in the Appendix.

8.0

FINANCIAL CONSIDERATIONS

- 8.0.1 The County will pay the Contractor for services rendered a Per Ton Price as specified in the successful Contractor's proposal, subject to the escalation clause specified in Section 8.0.3. This price will apply to all solid waste removed from the site.
- 8.0.2 The County will pay the Contractor monthly, payable by the 10th of the month, for services rendered. The payments will be for the solid waste processed during the previous month. The County will pay for any deficiency in solid waste occurring within each anniversary of full plant operation at the next scheduled payment after the anniversary.
- 8.0.3 The Per Ton Price to be paid to the Contractor will be escalated once per year on the anniversary of full plant operation. The escalation will be determined utilizing the following equation:

$$PTP_i = PTP_0 (CPI_i / CPI_0)$$

where i is the number of years since the start of full plant operation.

PTP_i is the Per Ton Price to be paid to the Contractor starting on anniversary i .

PTP_0 is the Per Ton Price quoted in the initial contract.

CPI_0 is the Consumers Price Index for the quarter preceeding full plant operation. The CPI is reported in the months of March, June, September and December. For example, the plant is in full operation in the month of March; the CPI for the preceeding December will be the CPI_0 .

CPI_i is the Consumers Price Index for anniversary year i and the same quarter as CPI_0 .

All CPI's shall be established by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index - U.S. City average for Cincinnati, Ohio-Kentucky as listed in the Monthly Labor Review.

- 8.0.4 The work to be performed under the terms of these specifications and contract shall be performed by the Contractor for a period of five (5) years from the date of start-up of the Contractors disposal facility. This contract shall be renewable upon mutual consent of both parties upon the same terms and conditions as herein set forth; and upon a term agreed between the parties.

8.0.5 The disposal equipment installed on the site pursuant to the specifications will be the property of the Contractor, and shall be removed upon termination of the contract.

9.0 Proposals

9.1 Proposals

- 9.1.1 Proposals shall be in the form of a fixed Per Ton price chargeable to Miami County for all services and operations incident to the terms of these specifications and subsequent contract. Proposals shall be delivered in a sealed envelope on or before 10:00 A.M.E.D.T. May 17, 1978 . Oral, telegraphic, or telephonic proposals or modifications will not be considered. All bids shall be valid for a period of sixty (60) days from the aforementioned date.
- 9.1.2 Should any bidder find discrepancies or omissions from the specifications, or should he be in doubt as to their meanings, he should at once notify the Board of County Commissioners who will, if deemed necessary, notify all bidders.
- 9.1.3 All bidders shall include with their bid the identification of the landfill to which the refuse or residue will be taken, and documentation to certify that it is Ohio Environmental Protection Agency approved. The landfill can be changed only after submission of proper Environmental Protection Agency certification of the new disposal site.

- 9.1.4 Complete technical specifications and concept design drawings including required building alterations, utilities, and site location, shall be submitted along with the bids for review and approval by the Miami County Sanitary Engineer.
- 9.1.5 All bidders shall include with their proposal complete technical specifications along with any supporting documents and/or data for equipment to be supplied by the Contractor, for review and approval by the Sanitary Engineer.
- 9.1.6 The County reserves the right to accept or reject any proposal on the basis of the equipment proposed. The Contractor shall be required, unless waived by the County, to supply all equipment stated in its proposal.
- 9.1.7 The Board of Miami County Commissioners reserve the right to accept or reject any or all bids, to waive any irregularity in the bidding, and to award the contract to the bidder who in their consideration offered the lowest and/or best proposal.

9.2 Contractors Insurance

9.2.1 Contractor shall secure and maintain workers compensation and public liability insurance as specified below:

- a) Workers compensation as required by Ohio law.
- b) Public liability in an amount not less than \$100,000.00 per person, \$300,000.00 for two or more persons.
- c) Property damage in an amount not less than \$100,000.00.

In the case of the insurance called for in (b) and (c) the insurer shall be qualified to do business in the State of Ohio and shall be acceptable to the County. In addition, the County shall be named as an insured party.

9.2.2 The Contractor shall supply to the County, certificates of said insurance before any work is started under this Contract and at each time said insurance policies are renewed, and shall submit proof of premium payment to the County upon request.

9.2.3 The Contractor shall be fully responsible for all damage claims arising from any of his operations, and the County shall be indemnified and held harmless from any damage or claims caused by the Contractor or work performed under the terms of this contract.

9.2.4 All bidders shall submit with their proposal a complete list of any and all subcontractors. No work shall be sublet or assigned without the written consent of the County. Any assignment of this contract will not release the Contractor from the faithful performance of this contract and all obligations derived therefore.

9.2.5 The "Non-Discrimination" provisions of Section 153.59 of the Ohio Revised Code shall apply to and be made part of these specifications and contract.

APPENDIX

DEFINITIONS

The following definitions shall be used in this request for proposal and the resulting contracts:

DISTRICT:

The term District shall mean the Miami County Garbage and Refuse Disposal District No. 1, as such District is described in the records of the Board of County Commissioners of Miami County, Ohio, and as such District may be amended from time to time. Such District is now comprised of all the unincorporated area of Miami County and the Municipalities of Troy, Piqua, Pleasant Hill and Ludlow Falls.

COUNTY:

Miami County, Ohio. Specifically the Board of County Commissioners of Miami County, Ohio.

SANITARY ENGINEER:

The Engineer appointed by the Board of County Commissioners as Miami County Sanitary Engineer or any of his dully authorized representatives.

CONTRACTOR:

Person, Firm, or Corporation who is awarded and signs a contract with the County to perform all the services and operations

incident to the terms of said contract in accordance with these specifications, or any of its or their duly authorized representatives.

FACILITY:

The term Facility shall mean that portion of the existing Miami County Solid Waste Disposal Facility building that will be utilized to operate a disposal facility in accordance with these specifications.

SOLID WASTE:

The term solid waste shall mean all forms of household waste, yard trash, discarded appliances, commercial wastes, and industrial waste; it will exclude junk motor vehicles.

DISPOSAL FACILITY:

A facility provided by the Contractor to accept solid waste from packer trucks and private vehicles and disposes of the solid waste in an environmentally acceptable manner.

DEFAULT PROVISIONS

1. Contractors Default -

- a) Contractor shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the judgment of any trustee, receiver or liquidator of the Contractor or of all or any substantial part of the Contractor's property or its leasehold interest in the Premises, or the Facility, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;
- b) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (ii) any trustee, receiver, or liquidator of the Contractor or of all or any substantial part of the Contractor's property or its interest in the Premises or the

Facility shall be appointed without the consent or acquiescence of the Contractors; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of 60 days (whether or not consecutive);

- c) Contractor willfully or in bad faith violates any of the provisions of the Contract, disregards applicable laws, ordinances, permits, licenses, instructions or orders of the County, or is not executing same in good faith and in accordance with the Contract provisions; then in any such event, the County may, at its option, by notice to the Contractor, exercise its right to declare the Contractor in default and the County will give the Contractor and the Surety written notice of its intent and the ground or grounds thereof, and designate a time (which may be within two days) at which the Contractor will be given an opportunity to be heard.

2. Quitting the Site -

Upon receipt of such notice the Contractor shall immediately quit and peacefully surrender the Premises leaving untouched and intact all plant materials, equipment, tools, supplies and other construction facilities then on the Premises, and the County upon and at any time after such termination may, without further notice, re-enter and repossess the Premises, either by force, summary proceedings or otherwise, without being liable to any prosecution therefor.

3. Other Installations -

The processing equipment, transportation facilities, disposal sites and associated equipment and facilities utilized by the Contractor are essential to the continued operation by the County of the Facility. The Contractor shall, upon default of this Contract, immediately assign to the County all right to such processing plants, receiving stations, transportation facilities, disposal facilities, sites and associated equipment by virtue of its ownership, leasehold interest or contractual rights, and the Contractor shall surrender and the County may occupy and utilize each of the foregoing for the period of time during which the Contractor and its Surety shall be liable to the County's taking possession and continuing operation of such disposal system and facilities as herein before provided. The County shall surrender its rights to the aforementioned facilities to the Contractor and its Surety upon successful completion of negotiations with other parties for the services and operations outlined in the scope of this contract.

Except for the following acts which destroy Contractor's ability to perform: a) an Act of God, or b) state of declared war, insurrection, civil commotion, or military or usurped power, or c) any conditions which are clearly beyond the control of the Contractor provided, however, that the Contractor shall exhaust every possible reasonable remedy to correct the condition and promptly report to the County, in writing, the circumstances which justify its nonperformance, the Contractor shall not be excused nor relieved from any act or responsibility of performance under the terms of the Contract.

There shall be no exceptions and no matter what the cause, the Contractor shall not be excused from responsibility of performance and its obligation to provide adequate residue

landfill sites and the permits and licenses for such sites during the entire period that the Contract is in force.

4. Completion of the Work after Default -

The County, after declaring the Contractor in default, may then have the work completed or continued by such means and in such manner; by contract with or without public letting, or otherwise, as the County may deem advisable. Upon restoration of service and operation by other, the County may direct the Contractor in default or its Surety to remove all materials, equipment, tools, supplies, and other construction facilities remaining on the site, and restore the site to its original condition.

5. Partial Default -

If the County finds the Contract in default on any part of the work, the Miami County Sanitary Engineer shall so declare the Contractor in default as to that part only, without necessarily reporting his findings to the County Commissioners by sending a written notice to the Contractor and the Surety. Upon receipt of such notice, the Contractor shall discontinue any further performance with regard to such part or is declared in default, and shall continue to perform the remainder of the work in strict conformity with the terms of the Contract, and shall in no wise hinder or interfere with any other contractors or persons whom the County may engage to complete the work as to which the Contractor was declared in default.

The provisions of this Article relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the County shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default, only such plant, materials, equipment, tools, supplies, and other construction facilities as had been previously use or were intended to be used by the Contractor or such part, and deduct the cost thereof from the contract price.

6. Variance from Contract in Performance of Uncompleted Work -

In completing the whole or any part of the work which the County has declared in default, the County shall have the right to depart from or change or vary the terms and provisions of the Contract, provided, however, that such departure, change, or variation is made for the purpose of reducing the time or expense of such completion.

7. Termination of Construction Due to Special Emergency -

In entering into this Contract, it is clearly understood and recognized by both parties that conditions may subsequently arise, due to Government controls or judicial decisions which could not have been reasonably anticipated or guarded against by either party at the time of entering into the Contract, that may hinder, delay, or render temporarily impossible the performance of the Contract in accordance with its terms and conditions.

It is, therefore, mutually understood and agreed, anything elsewhere contained in the Contract notwithstanding that if the Contractor shall be specifically prevented by any

Federal law, order, or regulation, or stopped by order or injunction issued by a court of proper jurisdiction, from proceedings with the performance of this Contract, the following procedure shall govern: The Contractor shall notify, in writing, the County of his inability to continue to perform, stating in full the cause therefore and the probable duration of such inability, and why, in his opinion, the cause is entirely beyond his control.

If it is determined, in the judgment of the County that the cause of the Contractor's inability to continue to perform arose after the Contract was entered into, and is due solely because of Government controls on judicial construction which specifically apply to the work to be done under this Contract, or by a court order or injunction, and is entirely beyond the control of the Contractor, the County shall have a period of 120 days, or longer by mutual consent of the parties, after receipt of the Contractor's notification to:

- a) if lawfully within its power, remove or have removed the cause which prevents performance.
- b) make changes in the work or the conditions under which it must be done. If and when the cause preventing performance has been removed, the time for completion shall be extended by the County, commensurate with the time the Contractor was unable to perform under the Contract.
- c) make appropriate changes in payment of the contract price as shall be required by virtual of said changes or modifications.

MONTHLY TONAGE REPORTS FOR 1976

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
1			156.50	116.50	59.50	187.	197		124	156	170	115
2	104	102.50	142.50	159.		160.50	178.	151.5	170.5	58	127	104
3	67	114.50	134.	51.	180	167	74.5	138.5	173.5		130	127
4		111.	163.50		151.50	149.50		143.	52.	144.5	154.	70.5
5	87	123.	149.50	163.50	156.	95.50		147.5		120	157	
6	109.	106	36		149.50		163	105.5		167.5	98	
7	106	26		138	134	177	145	66	175	156		127
8			118.50	139.50	69	155	197		160.5	113	110	91
9	89	113	171	165.50		179	171	156		67.5	101	144
10	20.50	137.50	21	62	166.50	126	85.5	159	166		118	107
11		131	105.50		153.50	168		160.5	84.5	146.5	158	44
12	108	111.50	129.50	133	161	31	160	124.5		128	132	
13	133	122.50	28.50	152.50	149		158.5	164	143	127.5	38	150.5
14	99	31.50	136	135	164	156	181	54.5	109	181		116
15	112.50		131.50	145.50	36.50	165.50	129		137.5	146	104	120
16	105	95.50	146			140.50	155.5	159	132	50	133	117
17	26.50	90.	102.50	60.	162	152.50	51.5	134	176		91	138.5
18		143.50	127		156	166		145.5	45	122.5	141	49
19	102	144.50	125	151.50	157	52	158.5	150		171.5	134	
20	135.50	134	63.50	141.50			117.5	162	143	98.5	43	134
21	77.50	75.50		136		182	190	54.5	136	140.5		108
22	99		142	151	169.50	157	159		124.5	115	83	101
23	118.50	137.50	122	176		192.50	146	160.5	150	53	150	128
24	47.50	132	138.50		61.50	144	61.5	159	133.5		90	75
25		127	144		165.50	173.50		172.5	42	147		
26	135	134	146	165	156		139	138			91	
27	108	120.50	38.50	145.50	132.50		162	123	117		82	89
28	106.50	60		141.50	174	191	157	58.5	131.5			122
29	107.50		175.50	166	60.50	147.50	159		136.5		100	136
30	120		142.50	164		167.50	165	162.5			115	112
31	32		166.50				49	165				57
	2355.50	2624.	3403.	3159.	3124.5	3783.	3710.	3514.5	2962.5	2609.5	2850.	2682.5

Total For Year 36,778.0

MONTHLY TONAGE REPORTS FOR 1977

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
1		95.25	133.50	179.5		184.50	178	162	163	55	149	126
2		105	136	64.75	211.25	166.50	77.25	160	163		133	138
3	118	113	117		173	152.50		165	69	153	135	51
4	144	124.25	133	166.25	141.50	89.25		153		169	165	
5	116	23.25	65.25	159.5	180		176	146		135	56	129
6	113			101.0	167.25	145.50	137	49	170	126		107
7	139	130	141.25	160.0	47	185.25	133		161	150	147	100
8	52	103.25	154	132.25		128.25	152	135	186	51	156	115
9		125	135	64.5	154	143	78	156	158		110	138
10	98	131.25	138.25		165.25	148.50		145	86	136	136	22
11	67	151	155.25	179.25	174	52.50	163	156		142	144	
12	128	45	59	174.5	170		139	148	151	117	50	110
13	117			154.25	158.25	163.25	140	45	128	136		128
14	134	136	157	186.25	66.25	158.25	138		152	151	122	155
15	25	116.25	150.50	173.0		162.50	145	156	156	52	145	136
16		101.25	147.50	90.25	168	166.25	52	145	141		120	133
17	49	106.25	174.50		169	154.50		148	42	148	122	44
18	103	118.25	166.25	158.0	145	61.25	144	162		141	143	
19	121	62	58.25	169.5	171.50		157	158	156	172	58	130
20	115			162.0	154.25	167.25	138	71	156	145		168
21	146	97.50	162.25	193.0	48.50	150	150		137	143	154	119
22	45	168.50	141.25	152.5		160	132	142	134	48	135	114
23	113	151.25	151.25	50.0	159	134.50	59	137	144		135	125
24		151	138.50		147.25	158.50		145	55	165		14
25	105	128	169	143.0	158	52	145	180		139	114	
26	109	56.25	84.50	157.25	152.50		176	156	144	140	67	
27	110			249.0	154	157.25	138	52	178	137		122
28	49	160.25	151.25	148.0	71.50	153	162		155	137	104	165
29	19		189	136.0		146.25	128	152	152	62	162	134
30			166.25	69.5	190.50	129	74	163	112		123	137
31	113		128.25					172				71
	<u>2448.0</u>	<u>2699.</u>	<u>3703.</u>	<u>3773</u>	<u>3696.75</u>	<u>3669.50</u>	<u>3311.25</u>	<u>3759.</u>	<u>3449.</u>	<u>3150.</u>	<u>3085.</u>	<u>2931.</u>

Total For Year 39,674.5

GARBAGE AND REFUSE DISPOSAL DISTRICT NO. 1
MIAMI COUNTY BID FOR SOLID WASTE DISPOSAL SERVICE

AWARD MADE

Mr. Massie moved and Mr. Clawson seconded the motion to award the bid for disposal service to Container Service Incorporated, who is the second low bidder. The contractor has 150 calendar days to put the transfer system into operation. The Board voted as follows upon roll call: Mr. Knoop, yea; Mr. Massie, yea; and Mr. Clawson, yea.

* * *

BILLS APPROVED FOR PAYMENT

Upon motion of Mr. Massie the Board of Miami County Commissioners considered and approved for payment bills recorded in Voucher Record NO. 6 pages 327 thru and including 328 under the date of June 30, 1978.

Following List: Commissioners 327; Engineers 328.

Mr. Clawson seconded the motion and the Board voted as follows upon roll call: Mr. Knoop, yea; Mr. Massie, yea; and Mr. Clawson, yea.

* * *

AGREEMENT BY AND BETWEEN SYSTEMS TECHNOLOGY
CORPORATION AND MIAMI COUNTY

Mr. Massie introduced the following resolution and moved that it be adopted:

WHEREAS, this agreement made and entered into by and between Systems Technology Corporation, Xenia, Ohio, and Miami County, Ohio (hereinafter called the County).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

This agreement involves the use of a portion of the Miami County solid waste disposal facility located at Route #25-A, Miami County as a test facility for solid waste separation equipment. The area to be utilized is presently unused, the space being reserved for a second incinerator, on both the main floor and lower level of the building.

1. SYSTECH agrees to in no way interfere with existing solid waste disposal facility, cost of the operation, or the activities of County personnel working at the facility; or of any alternate method of operation.
2. SYSTECH agrees to install an electric meter to measure electrical usage of its equipment for the purpose of compensating the County at cost for the power consumed by the test equipment.
3. SYSTECH shall carry contents and a landlord and a tenant public liability insurance company acceptable to the County, which said policy shall contain limits of at least fifty thousand (\$50,000) dollars for a single person injury, one-hundred thousand (\$100,000) dollars for a group person injury, and five thousand (\$5,000) dollars property damage, and which said policy shall be endorsed for the protection of the County and a copy of the same shall be delivered to the County.
4. SYSTECH agrees to vacate the premises within 120 days of the submittal of a written request to do so by the County.
5. SYSTECH shall guarantee the restoration of the solid waste disposal facility to its original configuration upon termination of this agreement. Restoration shall be subject to approval of the County Sanitary Engineer.
6. County will supply waste to SYSTECH on an as needed basis to SYSTECH'S equipment so long as this activity does not interfere with the normal operation of the solid waste disposal facility.

WITNESS OUR HANDS THIS 30th DAY OF JUNE, 1978.

WITNESSES:

S/ Nick Brookhart

By: S/ Melvin C. Eifert
Systems Technology Corporation

S/ Janet E. Cain

BY: S/ John J. Knoop

Approved as to form:

S/ Roger Massie

S/ Lynrita K. C. Wagner
Asst. Miami County Prosecuting
Attorney

S/ Robert E. Clawson
Miami County, Ohio

Mr. Clawson seconded the motion to adopt this resolution and the Board voted as follows upon roll call: Mr. Knoop, yea; Mr. Massie, yea and Mr. Clawson yea.

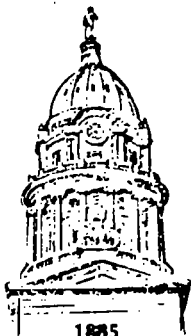
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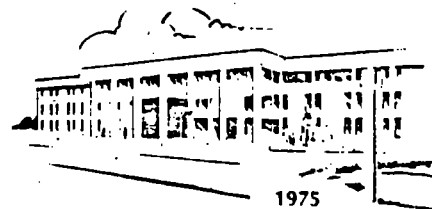
There being no further business to be transacted the Board adjourned.

Copied



OFFICE OF
COMMISSIONERS OF MIAMI COUNTY
COUNTY PLAZA TROY OHIO 45373

PHONE (513) 335-8341



ROBERT E. CLAWSON

JOHN J. KNOOP

ROGER MASSIE

July 13, 1978

Container Services, Inc.
2208 Bertwynn Dr.
Dayton, Ohio, 45439

ATTN: Mr. Jimmie D. Teter
Vice President

Dear Mr. Teter:

Please be advised that on June 30, 1978, this Board of Miami County Commissioners has awarded to your firm a contract for conversion to and operation of a transfer station at the Miami County Disposal facility as per our plans and specifications.

We have received from your firm the required performance bond, therefore you hereby authorized to proceed with the required work at the earliest possible date.

Thank you.

Yours truly,

John J. Knoop
Roger Massie

Board of Miami County
Commissioners

cc: File
Sanitary Engineer
Miami County Prosecutor
Systems Technology, Consultant



CONTRACT BOND

BOND NO.

Know all men by these presents that we,

CONTAINER SERVICES, INC.
DAYTON, OHIO

as Principal,

and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the State of Ohio as Surety, are held and firmly bound unto

MIAMI COUNTY COMMISSIONERS
TROY, OHIO

as Obligee,

in the sum of One Hundred Thousand and 00/100 (\$100,000.00)

DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this 6th day of July 19 78.

WHEREAS the Principal and the Obligee have entered into a written contract, a copy of which is or may be attached hereto, dated the 30th day of June 19 78, for

CONVERSION OF INCINERATOR TO TRANSFER STATION FOR A PERIOD OF FIVE (5) YEARS BEGINNING FROM WITHIN 150 DAYS FROM CONTRACT DATE.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of said contract, then this obligation shall be void; otherwise it shall remain in force.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment falls due.

CONTAINER SERVICES, INC. (Seal)
Principal

By James A. Teter V. P.
Title

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Patricia H. Kane
Patricia H. Kane in fact

Countersigned

By George Luckenbach
Ohio Resident Agent

OFFICE OF
MIAMI COUNTY SANITARY ENGINEERING DEPT.
MIAMI COUNTY SAFETY BUILDING
TROY, OHIO 45373
PHONE 513-335-8341 EXT. 209

NICK BROOKHART
Sanitary Engineer

NOTICE TO: CITY- Tipp City

VILLAGE- Ludlow Falls, Casstown, Covington,
Fletcher, Pleasant Hill, West Milton

Gentlemen:

Conversion of the County Incinerator to a transfer station is complete and start up of the system is scheduled for October 02, 1978.

Miami County will continue to operate the Solid Waste District and enforce the rules and regulations pertained to that District. The County will also continue to operate the scales, and billing and collection system. The County landfill will be closed. This means that all refuse recieved at the facility will be charged on a weight basis. There will no longer be a distinction between combustibile and non-combustibile material. All refuse will be dumped into the pit at the building.

The rate for dumping will be a combination of the contract price which the County pays its' Contractor for operation of the transfer station, plus an additional amount for the Debt Service on the Counties' outstanding Incinerator bonds and for the operation and maintenance of the scales and the building and grounds. For the period from October 02 through December 31, 1978, the disposal rate has been calculated to be \$12.00 per ton. This increased rate will go into effect on October 02, 1978.

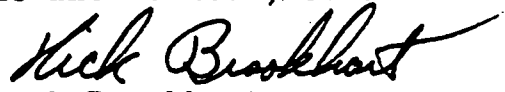
In addition and in an attempt to provide better service the hours the facility will remain open to recieve refuse will be increased. The revised time is as follows:

Monday through Friday
Saturday

7:00 AM to 5:30 PM
8:00 AM to 11:30 AM

We are confident that this system of operation will be a much more economical solution rather than adding the required air pollution controls and upgrading the incinerator, etc.

Thank you.


Nick Brookhart

NB/sah
cc: File
Board of County Commissioners

OFFICE OF
MIAMI COUNTY SANITARY ENGINEERING DEPT.
MIAMI COUNTY SAFETY BUILDING
TROY, OHIO 45373

PHONE 513-335-8341 EXT. 209

NICK BROOKHART
Sanitary Engineer

NOTICE TO: COMMERCIAL HAULERS

Gentlemen:

Conversion of the County Incinerator to a transfer station is complete and start up of the system is scheduled for October 02, 1978.

Miami County will continue to operate the Solid Waste District and enforce the rules and regulations pertained to that District. The County will also continue to operate the scales, and billing and collection system. The County landfill will be closed. This means that all refuse received at the facility will be charged on a weight basis. There will no longer be a distinction between combustible and non-combustible material. All refuse will be dumped into the pit at the building.

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Monday through Friday
Saturday

7:00 AM to 5:30 PM
8:00 AM to 11:30 AM

We are confident that this system of operation will be a much more economical solution rather than adding the required air pollution controls and upgrading the incinerator, etc.

Thank you.


Nick Brookhart

NB/sah
cc: File
 Board of County Commissioners

SCA Contract
Extension
for 3 yrs.

AGREEMENT
FOR
SOLID WASTE DISPOSAL

THIS AGREEMENT made and entered into this 29 day of August, 1983, by and between Container Services, Inc., dba SCA Service of Ohio, Inc., an Ohio Corporation whose principal address is P. O. Box 1265, Dayton, Ohio 45401, hereinafter called the Contractor, and the Board of County Commissioners of Miami County, Ohio, a political subdivision organized and existing under the laws of the State of Ohio, hereinafter called the County;

WITNESSETH:

WHEREAS, the Contractor and the County entered into a Solid Waste Disposal Contract dated June 30, 1978, which specifies, among other things, a performance period of five (5) years from the date of start-up of the Contractor's disposal facility; and

WHEREAS, said Solid Waste Disposal Contract provides, in paragraph 8.0.4, for renewal upon mutual consent of the parties thereto upon the same terms and conditions and upon a term agreed between the parties; and

WHEREAS, said contract expires on October 1, 1983:

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, it is agreed as follows:

SECTION I. In accordance with the Solid Waste Disposal Contract between Miami County, Ohio, and Container Services, Inc., dated June 30, 1978, and more specifically paragraph 8.0.4 therein contained, the County and Contractor agree to renew said Contract for a term of three (3) years commencing October 1, 1983, upon the same terms and conditions as therein stated except as it may be inconsistent with the terms hereof.

Jr. 53
Pg. 272

SECTION II. Contractor and County agree that the basis for selecting the abovementioned three (3) year term, as opposed to a one (1) year term, is the offer by the Contractor of an additional re-conditioned solid waste compactor, 2 additional semi-trailers to be used for transporting compacted solid waste, the rehabilitation of and spare parts for the existing crane bucket and an additional backup crane motor, both of the latter used for lifting and loading solid waste into the compactor, and the associated time required for recovery of the Contractor's investment in said plant and equipment so offered, and that otherwise the renewal term shall be for one (1) year.

SECTION III. Contractor and County agree that all equipment and materials specified in Section II, above, shall be in place and ready for operation by April 1, 1984.

SECTION IV. Contractor and County agree that damages of Sixty (\$60.00) dollars per calendar day shall be charged to the Contractor and due to the County for each calendar day beyond the abovementioned April 1, 1984 deadline used by the Contractor to make all additional equipment ready for operation.

IN WITNESS WHEREOF, said Board of County Commissioners of Miami County, Ohio, by Robert E. Clawson, Richard J. Graef, and Donald R. Hart, and Container Services, Inc., dba SCA Services of Ohio, Inc., by its Vice President James Logston, all said individuals being duly authorized, have hereunto set their hands to triplicate originals on the day and year first above written.

CONTAINER SERVICES, INC dba SCA SERVICES OF OHIO, INC.

by: James R. Logston V.P.
James Logston, Vice President

Margaret M. Michael
Witness

THE BOARD OF COUNTY COMMISSIONERS OF MIAMI COUNTY, OHIO.

by: Donald R. Hart
Donald R. Hart

by: Robert E. Clawson
Robert E. Clawson

by: Richard J. Graef
Richard J. Graef

ATTEST:

Judith F. Foureman
Judith F. Foureman, Clerk
Board of County Commissioners

APPROVES AS TO FORM

[Signature]
Miami County Prosecutor
(Assistant)

OFFICE OF THE

PROSECUTING ATTORNEY, MIAMI COUNTY, OHIO

201 W. Main Street, Safety Building, Troy, Ohio 45373

JEFFREY M. WELBAUM
Prosecuting Attorney

AREA CODE 513
Troy - 335-8341
Piqua - 773-9680
West Milton - 698-40
Covington - 473-2846
Extension 2249

March 8, 1985

RECEIVED

MAR 28 1985

Ms. Pamela B. Loewenstein
Attorney at Law
Waste Management, Inc.
3003 Butterfield Road
Oak Brook, ILL 60521

MIAMI COUNTY
SANITARY ENGINEERING

Re: Solid Waste Disposal Agreement Between SCA Services
Of Ohio, Inc. and the
Board of County Commissioners of Miami County, Ohio

Ms. Loewenstein:

This letter is written to confirm an agreement reached between Ray Kellas of SCA Services of Ohio, Inc. and the Board of County Commissioners of Miami County, Ohio, at the meeting held on March 8, 1985, at the county building in Troy, Ohio.

Based upon your letter of February 12, 1985, to me and my review of the contract documents, it is apparent that substantial differences of opinion have arisen between the parties to the subject agreement as to whether or not the current difficulty in obtaining landfill sites is a circumstance which justifies the demand of SCA Services of Ohio, Inc. for an increase in the amounts due and payable to them under the subject contract. In the last two days, the county government of Champaign County has, by reduction of load limits on roads, made the St. Paris landfill site inaccessible.

Rather than break off negotiations on the disagreement concerning the current contract, it was agreed that the Board of County Commissioners would proceed to contract for the removal of waste material from the county landfill for whatever reasonable cost might be incurred. Mr. Kellas agreed to continue removing such waste materials rather than place the county in a position of further emergency at its transfer station.

513 1 1 1985

The conditions of the agreement were that neither SCA Services of Ohio, Inc. nor the Board of County Commissioners would waive any of their rights, nor admit any liabilities under the current contract in view of the fact that SCA Services of Ohio, Inc. might continue to remove waste from the transfer station.

It is the intention of both parties to proceed with negotiations to resolve the overall problem without the necessity of legal action. In the event that legal action is necessary, it is understood that the Board of County Commissioners has not waived its right to demand performance of the contract for the original, contract price, nor has SCA Services of Ohio, Inc. waived its right to insist that current circumstances justified a demand for a rate increase under the existing contract.

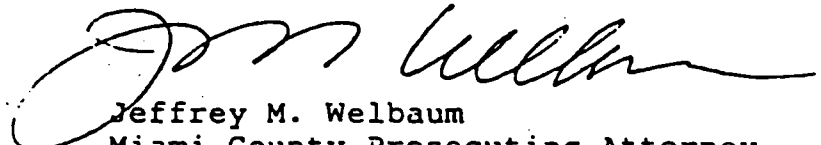
In the meantime, if the county employs SCA Services of Ohio, Inc. to remove material from the landfill site, and even if it pays a price over and above the contract price, the justification for such payment will be determined either by negotiation or court action in the future. In effect, neither party acknowledges breach of contract at this point nor does either party waive breach of contract by the other at this point.

In view of the situation, this letter agreement was viewed as the most expedient way to accomplish a solution without completely breaking off negotiations between the parties.

Please review the contents of this letter with Mr. Kellas at your earliest convenience. If it reflects accurately the understanding as he views it, I would ask that you see that the duplicate copy of this letter is approved by SCA Services of Ohio, Inc. and that the signed, approved copy be returned to me also at your earliest convenience. If it does not accurately reflect the understanding, please advise in writing as to what Mr. Kellas believes the understanding to be.

Please feel free to call and discuss the contents of this letter if there are any questions.

Very truly yours,


Jeffrey M. Welbaum
Miami County Prosecuting Attorney

JMW/bcm

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF MIAMI COUNTY, OHIO

BY: Richard Truf

Don Hart

Robert C. Baker

SCA SERVICES OF OHIO, INC.

BY: R.S. Baker
Vice President

Ronald S. Baker
Vice President

Contract 27

OFFICE OF
MIAMI COUNTY SANITARY ENGINEERING DEPT.
MIAMI COUNTY SAFETY BUILDING
TROY, OHIO 45373
PHONE 513-335-8341 EXT. 2209

April 30, 1985

Waste Management Inc.
P.O. Box 236
Wayne, Mich. 48184

Attention: Ray Kellas

Dear Ray:

Please find enclosed a copy of the signed Agreement of Rescission. This letter is also to serve as notification of the Date of Termination. That date is to be:

12:01 A.M. Daylight Standard Time, May 1, 1985

I would also like to this opportunity to thank you for your cooperation in this matter.

Very truly yours,

Randolph D. Fries

Randolph D. Fries
Miami County Sanitary Engineer

RDF/ksb

AGREEMENT OF RESCISSION

This agreement is made by and between SCA Services of Ohio, Inc., (hereinafter "SCA") and the Board of County Commissioners of Miami County, Ohio (hereinafter "County") and provides as follows:

WHEREAS, the parties to this agreement entered into an agreement for solid waste disposal wherein Container Services, Inc., dba SCA Services of Ohio, Inc. was the contractor with the Board of County Commissioners of Miami County, Ohio, which agreement was dated June 30, 1978;

WHEREAS, said agreement for solid waste disposal was renewed by written agreement dated August 29, 1983, for a three-year term ending October 1, 1986;

WHEREAS, certain circumstances and conditions have arisen in connection with the performance of said agreements by SCA which both of the parties hereto agree should be resolved by mutual rescission of the solid waste disposal agreement and renewal thereof as recited above; and,

WHEREAS, the parties wish to specify the terms and conditions of the mutual rescission of the solid waste disposal agreement:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual waivers and releases as are set forth below, the parties agree as follows:

1. The parties hereby covenant and agree that, subject to the terms and conditions set forth herein, the solid waste disposal contract between the parties dated June 30, 1978, and renewed by extension agreement dated August 29, 1983, is hereby terminated and rescinded by mutual agreement of both parties.

2. Upon approval of this agreement by SCA and the County, the effective date of the termination of said agreement shall be as of a date to be specified by the County to SCA, which date shall be no later than 72 hours after approval by the County of this agreement. Notice of the exact date of termination of the agreements shall be given by the County to Ray Kellas, Mid East District Landfill Manager, Waste Management, Inc., at his office in Southfield, Michigan.

3. The parties acknowledge that, since March 9, 1985, they have been operating pursuant to a letter agreement dated March 8, 1985, and executed by both parties. Pursuant to such letter agreement, the parties agree that SCA shall be paid by the County for waste hauled through March 8, 1985, at a rate of \$14.23 per ton. The parties agree that SCA shall be paid by the County for waste hauled from and after March 9, 1985, through the effective date of termination at a rate of \$19.33 per ton. SCA agrees to invoice the County in accordance with the rates as specified in this paragraph, and the County agrees to pay SCA in accordance with such rates through the effective date of termination.

4. The parties acknowledge that there are located on the premises of the transfer station of the County two packers owned by SCA. SCA hereby agrees to allow said packers to remain on the premises for use by the County until the County is able to replace such equipment or purchase such equipment from SCA, provided, however, that the County must have completed such replacement or purchase on or before six months from the effective date of termination as provided in this agreement. During the time that the packers are used by the County, the County shall be responsible for all maintenance and repair. In the event that the packers are not purchased by the County, the County agrees to return the packers to SCA in substantially the same condition of repair as they now exist, reasonable wear and tear excepted. During the term of such use of the packers by the County, the County agrees to hold SCA harmless from any claims for injury or damage which might arise in connection with such use of the packers by the County.

5. SCA agrees to remove any equipment owned by SCA and located on the premises of the transfer station, (except for the two packers specified above), within seven (7) days of the effective date of termination.

6. In exchange for the mutual rescission of the solid waste disposal agreement and the renewal thereof, each of the parties to this agreement hereby releases the other party from any claim, demand, action or cause of action known and unknown.

which either may have against the other under the terms and conditions of the solid waste disposal agreement and the renewal thereof from the effective date of termination until said agreements would have expired, but for this agreement of rescission.

7. Except for the obligations specified in this agreement, and in consideration of the mutual rescission provided herein, each party to this agreement, hereby releases the other from any claim, demand, action, or cause of action arising out of, or in any way relating to performance of the solid waste disposal agreement and the renewal thereof up to the effective date of termination hereunder; provided, however, that should any entity not a party to this agreement make a claim for any loss, damage or obligation arising out of or relating to the disposal of solid waste under the original agreement and renewal prior to the effective date of termination, then and in that event, the party who is responsible under the original contractual terms for such claim, demand, or liability, agrees to hold the other party harmless, and defend the other party from any such claim, demand, or liability. Should such a claim by a third-party entity be made against the County, and should the County determine that the responsibility for such claim rests with SCA, then nothing in this agreement shall prohibit the County from seeking indemnity from SCA for the claim of such third-party entity. Conversely, should such a claim by a third-party entity be made against SCA,

and should SCA determine that the responsibility for such claim lies with the County, nothing in this agreement shall prevent SCA from seeking indemnity from the County.

8. The parties agree that the terms and conditions of the letter agreement dated March 8, 1985, are merged herein and that this document sets forth the rights and obligations of the parties in connection with the mutual rescission contemplated by this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates specified below.

Witnesses:

Joan H. Wagner
John L. Varini

SCA SERVICES OF OHIO, INC.

By: MS

Dated: 4-2-85

BOARD OF COUNTY COMMISSIONERS
OF MIAMI COUNTY, OHIO

Smith T. Inman
Randolph D. Fries

Richard J. Thurf

Don Hart

Robert Claman

Dated: Apr. 29, 1985



Waste Management, Inc.
Mideast District Office
22200 W. Nine Mile Road - Southfield, Michigan 48034
1-800-521-0394

January 4, 1985

Miami County Board of Commissioners
Miami County Safety Building
Troy, Ohio 45373

RECEIVED
JAN 16 1985
MIAMI COUNTY
COMMISSIONERS

RE: Solid Waste Disposal Agreement - St. Paris Landfill

EXHIBIT B

Gentlemen:

As you may be aware, Waste Management, Inc. has recently acquired SCA Services, Inc. As a result, Waste Management will be carrying out SCA's contractual responsibilities under the Agreement for Solid Waste Disposal dated August 29, 1983 between Container Services, Inc. dba SCA Services of Ohio, Inc., a wholly-owned subsidiary of SCA Services, Inc., and the Board of County Commissioners of Miami County, Ohio.

We have recently received a copy of a letter from the Ohio EPA, Land Pollution Control Group to Dr. V.R. Frederick, Health Commissioner of the Champaign County Health Department, recommending that the St. Paris Landfill be closed due to specific regulatory violations that are inherent in the site. We feel obligated to follow the Ohio EPA's recommendation.

It is therefore our intent to proceed with closure of the St. Paris Landfill in a timely fashion in keeping with Ohio EPA's regulations. We anticipate beginning closure of the site in January, 1985. We are therefore notifying you of the anticipated closure of the landfill which is designated as the ultimate disposal site under the agreement. I would like to arrange a meeting in the near future with the Board of Commissioners to discuss disposal alternatives. I can be reached at 313/595-3366.

Attached for your information is a copy of the letter from the Ohio EPA to the Health Commissioner of the Champaign County Health Department.

Sincerely,

Ray Kellas
Landfill District Manager
Mideast District

RK/mp

Handwritten notes:
Meeting set for Jan. 25
JMK - Jan. 25
10:30 AM

THIS DOCUMENT IS FOR DISCUSSION ONLY - NOT FOR PUBLICATION

RECEIVED

JUL 07 1993

MIAMI COUNTY
SAN. ENGR. DEPT

SOLID WASTE MANAGEMENT IN THE MIAMI VALLEY

Staff Paper Number Seven

EXHIBIT
C

A Base Study of Solid Waste Management
in Darke, Miami and Preble Counties, Ohio

Preliminary Draft
November 1979

The preparation of this document was financed in part by
funding from the Ohio Environmental Protection Agency
pursuant to Sub-title D of the Resource Conservation and
Recovery Act of 1976 (P.L. 94-580).

THIS DOCUMENT IS FOR DISCUSSION ONLY - NOT FOR PUBLICATION

IV Miami County

In order to analyze existing solid waste management practices in Miami County, factors influencing those practices must first be described. The first two parts of this section describe social and economic characteristics and then physical characteristics and present land use. The third part describes past and present solid waste management practices, the fourth is an analysis of that situation and the fifth addresses industrial waste.

Social and Economic Characteristics*

In 1975, Miami County's population was estimated at 87,276, an increase of 3.5 percent over that of 1970. The major areas of population concentration are around Piqua and Troy. Per capita income in 1974 was estimated at \$4,399 compared with \$4,731 for the Miami Valley Region, \$4,561 for Ohio and \$4,572 for the United States. Non-farm employment in Miami County in 1970 was 33,300 with 45.0% in manufacturing, 22.5% in sales and clerical, 17.9% in wholesale and retail trade, 17.8% professional managerial, 16.3% craftsmen and foremen, 10.0% in government, 5.4% in educational services, 5.3% in services and 4.8% in construction. (See Table III.) In farm commodities, Miami County ranked 6th among Ohio counties in 1973 in dollar receipts in greenhouse and nurseries and 10th in corn production. (See Table IV.) The largest number of jobs in Miami County in both 1968 and 1973 was in manufacturing, which increased from 12,435 in

*Much of this section uses excerpts from Miami Valley Five County Overall Economic Development Program (Reference 8).

1968 to 13,438 in 1973, or 8.07 percent, compared to a 7.94 percent loss in the total Miami Valley Region. Other sectors offering substantial employment were: retail trade at 4,005 in 1973, up 17.1 percent (compared to a 16.4 percent gain in the Region); state and local government at 2,472 in 1973, up 11.3 percent (compared to a 27.15 percent gain in the Region); and finance, insurance and real estate at 1,007 in 1973, up 53.97 percent (compared to a 25.71 gain in the Region). Sectors which lost employment were mining at 51 in 1973, down 62.22 percent (compared to a 10.82 percent loss in the Region) and federal government at 227 in 1973, down 6.58 percent (compared to a 9.81 percent gain in the Region). The total number of jobs in the county in 1973 was 26,425, up 13.3 percent from 1968, compared to a 2.75 percent gain for the total Region.

These changes in employment in Miami County indicate the county had a comparatively larger gain in jobs in the finance, insurance and real estate; state and local government; and manufacturing sectors. Increases in manufacturing reflected movement of industry to less developed areas, while increases in the other sectors probably followed the movement of industry. Loss in mining jobs may have been due to diminished resources, while federal government employment appears to have moved to more urban areas.

Physical Characteristics and Present Land Use in Miami County

Climate

Monthly temperatures averages range from a minimum of 22 degrees and a maximum of 37 degrees in January to a minimum of 65 degrees and a maximum of 85 degrees in July.

Average annual precipitation is 37.69 inches.

Geology

Miami County was affected by two glacial periods. The Illinois receded 200,000 years ago, while the more recent

Wisconsin receded 15,000 years ago, leaving the flat to gently rolling landscape of the county.

Mineral Deposits

Limestone is mined in the Piqua area. Sand and gravel are mined in the county along rivers and streambeds.

Soils

Much of the western half of Miami County has highly productive but poorly drained soils (soil group #4 Table V). The soils along the Stillwater and Miami Rivers are moderately productive; because of high permeability, there is danger of polluting underground water supplies here (soil groups #1 and 7). The soils of the eastern portion of the county (soil group #11) are moderately productive and have moderately slow permeability.

Water

Two types of aquifers yield water in Miami County. Buried valley aquifers occur along the Stillwater River from Pleasant Hill to the south county border, and the Great Miami River buried valley aquifer which originates south of Piqua and follows the river to the county's south border. The rest of the County has glacial drift aquifers which vary in thickness and character. Pumpage varies in these aquifers from 5 to 100 gallons per minute. The public water systems of the cities of Troy and Tipp City and the Villages of Covington and Pleasant Hill are derived from the buried valley aquifers. Yields of 500 to 1,000 gallons per minute or more may be developed in these aquifers. All the remaining municipal well systems are drawn from glacial till aquifers. Piqua receives its water supply from three sources. Two are surface sources, Swift Run Lake and the Great Miami River. Over one million gallons per day (1.2 MGD average) are pumped from a gravel pit which functions as a ground water source. Nearly sixty percent of the County's population is served by municipal water service. The balance of the population is dependent upon individual wells.

Present Land Use Miami County is feeling the effects of urbanization along I-75. The southern portion of the county, including Tipp City, is the most rapidly urbanizing. Other urban areas along I-75 include Troy, Concord Township and Piqua. The western portion of the county is prime farmland and no urbanization of any appreciable scale is occurring there.

Existing land use as of 1975 is summarized below:

Residential	15,231.1 acres	5.78%
Commercial	896.0	0.34
Industrial	1,001.4	0.38
Extractive	843.2	0.32
Institutional	1,317.6	0.50
Open Space	2,661.5	1.01
Airports	237.2	0.09
Vacant and Agricultural	241,327.1	91.58
Total	<u>263,515.1 acres</u>	<u>100.00%</u>

Past and Present Solid Waste Management Practices

Like most counties in Ohio and the midwest, Miami County has some sites formerly used for solid waste disposal that do not meet present requirements for land pollution control. Figure III shows a map of Miami County on which are located ten closed sites including the Miami County Landfill adjacent to the County Transfer Station. Presently used disposal sites are three demolition dumps and two industrial disposal facilities. There are currently no landfills licensed in Miami County for the disposal of residential and commercial solid waste.

Also located in Figure III is the Miami County Transfer Station which was built as an incinerator in 1968. Miami County Garbage and Refuse Disposal District Number 1 was established at the same time comprised of all the unincorporated area of Miami County and the municipalities of Troy and Piqua. The resolution (see Appendix F) establishing the district requires that all garbage, rubbish or refuse collected within the district be brought to the incinerator.

In 1978 the incinerator was converted to a transfer station and has been operated under a contract with S.C.A. with proper disposal at the SCA landfill on Powell Road in Montgomery County. Estimated tonnage processed at the transfer station in 1979 is 53,400 tons.¹⁵ A separate report developed concurrently with this one considers the cost of transferring that solid waste to a proposed multicounty resource recovery facility in Montgomery County.

Solid waste collection and disposal data provided by the County Department of Health and Sanitary Engineer's Office proved to be incomplete regarding amounts collected and disposal sites. Table XI shows licensed solid waste collectors, types of solid waste collected and areas of collection. This information, provided by the Department of Health indicates that seven different private haulers serve Miami County for residential and commercial solid waste. There are in addition several operators using small trucks.

Insufficient data are available for determining the per capita solid waste generation rate of all Miami County residents. Within Garbage and Refuse District 1 (unincorporated area, Troy and Piqua), however, this could be estimated on the basis of the 1979 tonnage estimated to have been processed at the Miami County Transfer Station. That value is 53,400 tons¹⁶ for 1979. The population of the District (Miami County population less that of the villages and Tipp City) was estimated at 70,217 (Table I and Reference 8) in 1975. Thus, the amount of solid waste processed at the Miami County Transfer station is 4.17 pounds/capita for residents of Garbage and Refuse District 1. This value is higher than that estimated nationally (3.32 for 1971 and 3.52 for 1973⁹) and for Ohio (3.1 in 1974⁹) and can probably be accounted for by recognizing that some of the population outside of the district (villages) is also served by the county facility.

Direct cost of solid waste collection for households varies from \$2.60 in Pleasant Hill to \$5.60 in Piqua and Troy. Table XII shows solid waste collection and monthly household charges in Municipalities. In Bradford and Covington, payment is indirect through the general fund. Discrepancies in collection between Tables XI and XII are due to the only recent collection contract W.B.T. has arranged with several villages.

Analysis of Existing Situation and Anticipated Future Problems

Miami County population is expected to increase to 92,806 in 1980, 103,874 in 1990 and 116,316 in 2000.⁸ It has been estimated in the previous section that the amount of solid waste presently being processed at the Miami County transfer station is 4.17 pounds per capita per day which is probably higher than the actual generation rate due to use of the transfer station by jurisdiction outside the District. Income was shown to be increasing at a faster rate in Miami County than that of the region, but less than that of the state and the nation (see Table I). As noted in Section I, solid waste generation is a function chiefly of population and income. Thus, Miami County may experience an increase in solid waste generation in proportion to increase in population and incomes.

As noted above there are presently no landfills licensed in Miami County for the disposal of residential and commercial solid waste. Figure IV shows landfill limitations in Miami County based upon the criteria described in Appendix E. It is apparent that little of the land (less than 1%) in Miami County is suitable for locating sanitary landfills. It is also apparent that solid waste currently being generated in the county is being disposed of across county lines. These two factors indicate that planning for solid waste management should include consideration of resource recovery.

Industrial Waste

Industries in Miami County dispose of their waste by private contractors or transport it out of the county. A few manufacturing concerns dispose of waste on company owned property. Data concerning waste generation, transportation and final disposal are lacking. This is the case throughout the State of Ohio. The Southwest District (SWDO) of the Ohio Environmental Protection Agency (OEPA) has no industrial waste generation data which is county specific. Undoubtedly some non-hazardous waste from industry is hauled to the transfer station. Sharp et al. (1978)¹² surveyed manufacturing companies nationally and found 98.8% of all hazardous waste is generated by 13 industrial classifications. Miami County has manufacturers in all categories but two, petroleum and leather. Industries which have the potential to generate hazardous waste are presented on Table XIII; they are listed by Standard Industrial Code (SIC). As shown in Table IV, nearly 40% of the non-agricultural work force is employed by these industries. In Table XIII the industries and number of employees were obtained from 1977 Ohio Manufacturers Industrial Directory.¹³ The waste generation values were developed in a study on Hazardous Waste Management for OEPA by Battelle (1978).¹⁴ These values represent industrial averages by SIC, when the correlation coefficient is greater than .5 for waste volume generated per employee, values were calculated on a per employee basis. If no positive correlation is found on a per employee basis then a per plant waste generation factor is utilized. The total industrial waste generated each year is greater than 1,500 million pounds. A small percentage of these wastes will be classified as hazardous.

There are no sites within the county which are suitable for land disposal of hazardous wastes. This is because the aquifers are susceptible to contamination. The geological conditions limit sites for domestic waste landfills. From a hydrogeological perspective, only four counties in southwest Ohio (Warren, Clermont, Clinton and Brown) have potential sites for hazardous waste facilities. The closest hazardous waste site is the Clermont Environmental Reclamation facility. The primary responsibility for administering the State's hazardous waste program will be Office of Land Pollution Control (OLPC) of the Ohio Environmental Protection Agency.

TABLE XI

LICENSED SOLID WASTE COLLECTORS IN MIAMI COUNTY, OHIO
AREAS AND TYPES OF COLLECTION

<u>Name of Firm</u>	<u>Area of Collection</u>	<u>Types of Solid Waste Collected</u>		
		<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
Avey Services	Troy, Piqua the Townships	X	X	
Blaylock Trucking	West Milton, Tipp City	X	X	
Hobart Brothers Co.	Troy			X
Hobart Corporation				X
Industrial Waste Disposal Co.	West Milton, Troy Piqua			X
Mard M Service	Troy, the Townships	X		
Metro Disposal Co.	Bethel Township	X		
Richard Pence	Piqua, the Townships	X		
Troy Iron and Metal Co.	Troy, Piqua, Tipp City		X	
W.B.T.	Troy, Piqua, the Townships	X	X	

There are several small operators in 3/4 ton or 1/2 ton pick-ups hauling primarily residential garbage.

Source: Department of Health, Miami County and Troy, Ohio

TABLE XII

COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE
IN MIAMI COUNTY MUNICIPALITIES IN 1979

<u>Municipality</u>	<u>Collector</u>	<u>Monthly Household Charge</u>	<u>Disposal Site</u>
Bradford	All-Around Sanitation	General Funds	Greenville
Casstown	S.C.A.	\$3.5	Miami County
Covington	IWD	General Fund	Miami County
Fletcher	IWD /Pence	3.5	Miami County
Laura	WBT	4.00	Greenville
Ludlow Falls	WBT	3.75	Greenville
Piqua	Pence Avey IWD	5.60	Miami County
Pleasant Hill	WBT	2.60	Greenville
Potsdam	WBT	4.00	Greenville
Tipp City	Blaylock	3.02	
Troy	Avey M&M IWD	5.60	Miami County
West Milton	Blaylock	2.73	

Source: Miami County Sanitary Engineer's Office and respective village offices.

MIAMI COUNTY, ESTIMATE OF INDUSTRIAL WASTE GENERATION

<u>SIC</u>	<u>Number of Employees</u>	<u># of Plants</u>	<u>Waste Generation</u>		<u>lbs. per year</u>
			<u>lbs/employees</u>	<u>lbs/plant/yr.</u>	
22 Textiles	750	2	15,500		11.6 M
26 Paper	971	8		47.5M	380 M
27 Printing	221	14		833. k	11.7 M
28 Chemicals	59	3	73,600		4.34M
30 Rubber & Plastics	290	5	66,400		19.3 M
32 Stone, glass Concrete	300	10		12.5M	125 M
33 Primary Metals	886	8		87.3M	698 M
34 Fabricated Metals	371	16		19 M	304 M
35 Machinery	1,916	38		2.5M	95.0 M
36 Electrical	3,279	9	7,050		23.1 M
37 Transportation Equipment	1,319	5	2,590		3.42M

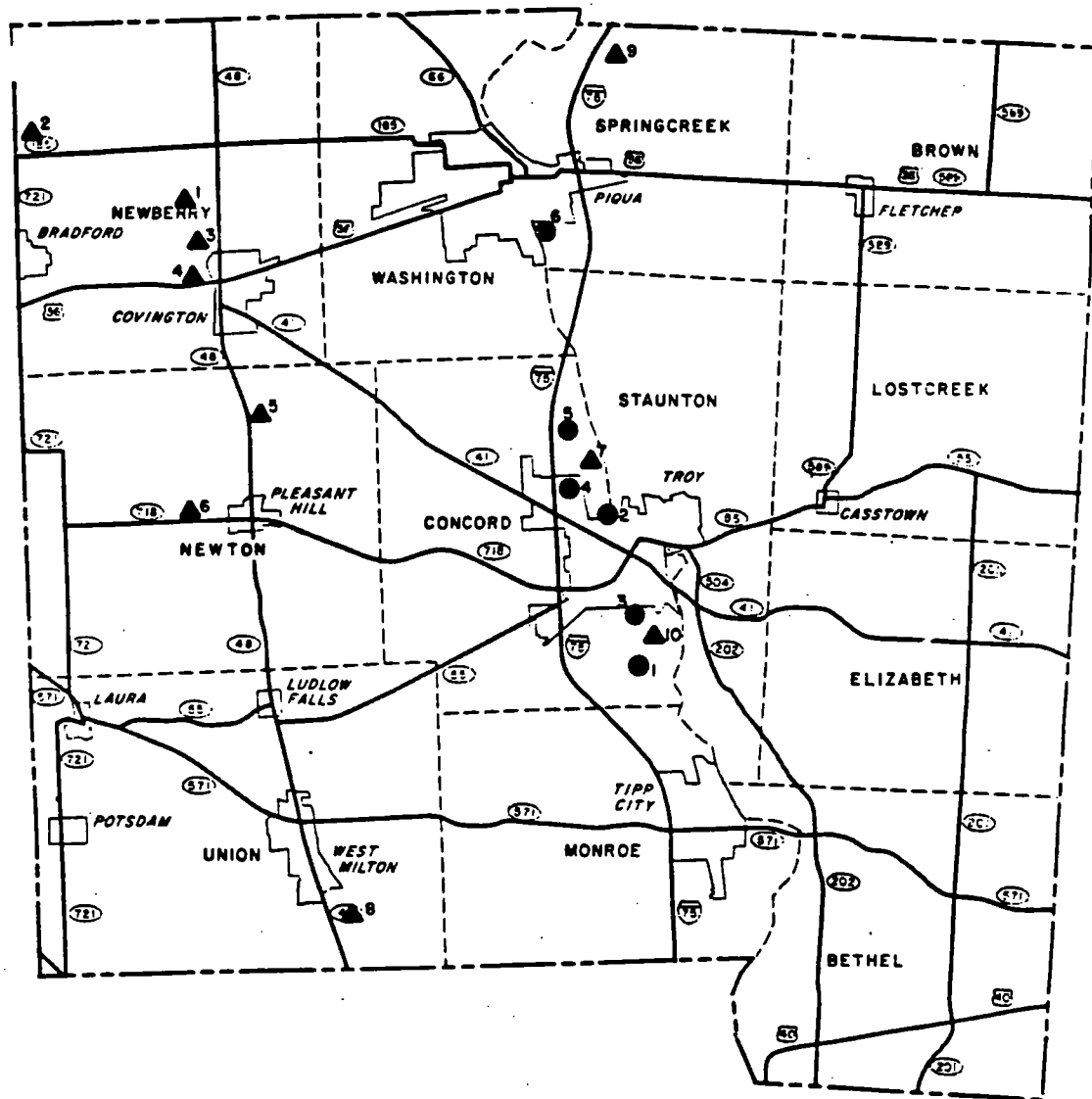
1.68 billion
lbs/year

Sources: 1977 Ohio Manufacturers Industrial Directory¹³ and Sharp et al.(1978)¹⁴

k = thousand

M = million

FIGURE III.
PRESENTLY OPERATING SOLID WASTE MANAGEMENT FACILITIES AND
SITES OF PAST OPEN DUMPS IN MIAMI COUNTY



OPEN ●

1. United Scrap Lead
2. Hobart Foundry
3. Hermann's Demo Site
4. Hobart Brothers Landfill*
5. Miami County Incinerator
6. Piqua Landfill & Foundry Fill**

CLOSED ▲

1. Klinger Road Dump
2. Feters Road Dump
3. Wise Dump
4. Covington Landfill
5. Caulwell Landfill
6. Newton Township Dump
7. Miami County Landfill
8. Garland Road Dump
9. Springcreek Road Dump
10. City of Troy Landfill

Sources: Miami County Health Department &
208 Areawide Wastewater Treatment
Management Planning Program-T4

*special dump for liquid chemicals

**old stone quarry; no garbage accepted

Letter from
File.
re: recent
enhance
8-2-79



August 31, 1979

specialists in environmental technology
SYSTEMS TECHNOLOGY CORPORATION

245 North Valley Road
Xenia, Ohio 45385
Area Code 513/372-8077
Dayton Toll Free 429-2533

Commissioner John Knoop
Miami County Safety Building
201 West Main
Troy, Ohio 45373

Dear Commissioner Knoop:

As I promised in our meeting Wednesday, August 22, 1979, the following paragraphs summarize information I have been able to obtain from regulatory personnel regarding the status of SCA landfills.

POWELL ROAD LANDFILL

As you know, currently Miami County's solid waste is being transported to the Powell Road landfill in Huber Heights, Ohio. The Powell Road landfill is in a poor landfill location and has a license to operate because it falls under the grandfather clause (in existence before latest regulations were implemented). It has been classified as a "dump" by the Ohio Environmental Protection Agency (OEPA) and as such probably will not be able to meet new RCRA landfill standards when passed into law. There is no room for lateral expansion and the OEPA will not approve any further elevation expansion. Before SCA started hauling Miami County's wastes to Powell Road, it was estimated by OEPA that the landfill had a 2 to 3 year operating life. With the addition of Miami County solid waste, the life will be significantly reduced (1 to 2 years).

ST. PARIS LANDFILL

SCA took it upon themselves to shut down the St. Paris landfill. The site has not been formally closed at this time, but it is not receiving any waste. The OEPA was going to close the landfill through court action if SCA did not close it or upgrade and improve its operation. It again is a grandfathered site but it is not classified as a dump under RCRA. OEPA believes that the reason SCA closed the landfill was because they could not get enough tonage at the site to justify further capital expenditures for equipment. The site could be opened tomorrow if SCA decided to, and it is believed to have a long life (20 years) capability. OEPA does not know enough about the soils of the site to know if it will require extensive work to meet RCRA legislation.

Commissioner Knoop
August 31, 1979
Page 2

LIMESTONE CITY LANDFILL (SPRINGFIELD) (TREMONT)

The landfill has been classified as a "dump" by the OEPA and operates under a grandfather clause. RCRA will require the site to make extensive changes in the operation to meet the requirements of the law. Life of the fill is undetermined because it is not known whether engineering changes can be economically made to meet the new requirements of RCRA.

When Powell Road is closed during the next 1 to 2 years, SCA will have the option of taking Miami County's waste to Springfield or to a reopened St. Paris landfill. If SCA intends to reopen the St. Paris site, they must make a renewal application to the local Board of Health. If SCA fails to make this application prior to October or November 1979, they could lose this license and be required to submit new detailed plans to the State EPA. (This would require hearings, etc.)

SCA could transport Miami County's waste to Springfield, but it is doubtful that this could be accomplished economically. It appears that transfer/haul of the waste from the incinerator to the St. Paris landfill would be the most desirable for SCA when the Powell Road site is filled. The Miami County Commission should ask SCA the status of the Powell Road landfill and obtain some assurances from SCA that they will be able to continue to serve Miami County for the duration of the contract.

Miami County should also continue to perform long-range planning for solid waste disposal. For example, SYSTECH has been in contact with the City of Piqua regarding the potential use of solid waste as an energy source for producing steam at the Piqua Electric Power Plant. The power plant could easily use all the steam generated by Miami County solid waste. SYSTECH believes that the Miami County Commission should meet with Piqua officials regarding the potential merits of this concept.

Further, in order to ensure control over the disposal of solid waste in Miami County, the County should immediately begin searching for a landfill site within Miami County. Energy/resource recovery facilities require residual disposal and backup disposal capability, and, hence, it is important that a landfill be located nearby.

If you would like to discuss any part of this letter, I would be happy to meet with you and the Commission at your convenience. Thanks again for giving us the opportunity to meet with you last week.

Sincerely,

SYSTEMS TECHNOLOGY CORPORATION

Melvin C. Eifert

Melvin C. Eifert
Vice President, Engineering

MCE/jr